

AGREEMENT

Between

**GRANT COUNTY
(ORCHARD MANOR)**

AND

**ORCHARD MANOR
EMPLOYEES UNION, LOCAL 3377
WISCONSIN COUNCIL OF COUNTY AND
MUNICIPAL EMPLOYEES,
AFSCME, AFL-CIO**

January 1, 2008 - December 31, 2010

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INTRODUCTION

This Agreement is made and entered into by and between Grant County, Wisconsin, hereinafter referred to as the "County" or "Employer," and the Wisconsin Council 40, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," pursuant to the sections of the Wisconsin Statutes as may be pertinent hereto.

Whereas, both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into an agreement covering rates of pay, hours of work and conditions of employment.

Now, therefore, in consideration of the mutual covenants and agreements hereinafter contained, the County and the Union acting through their duly authorized representatives, hereby agree as follows:

ARTICLE 1 - RECOGNITION AND UNIT OF REPRESENTATION

1.01 The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time and regular part-time nursing assistants, dietary, housekeeping, laundry, maintenance, activity, and unit coordinator employees of Grant County Orchard Manor Nursing Home, excluding supervisory, confidential, professional employees, registered nurses, licensed practical nurses, administrative employees, managerial employees, office employees, resident coordinator, patient care coordinator, COTA/rehabilitation coordinator, account clerk, and all other employees, for the purpose of conferences and negotiations with the above-mentioned municipal employer, or its lawfully authorized representatives, on questions of wages, hours and conditions of employment, pursuant to certification by the Wisconsin Employment Relations Commission, Case XI, No. 33131, ME-2343, Decision No. 21804-B, dated September 12, 1984, and as agreed by the parties of this contract. This provision only describes the bargaining representative and the bargaining unit covered by the terms of the collective bargaining agreement and is not to be interpreted for any other purpose.

1.02 Definition of Employees:

A) Full-time Employee: A full-time employee shall be defined as an employee who is regularly scheduled to work eighty (80) hours in a fourteen (14) day period.

B) Regular Part-time Employee: A regular part-time employee shall be defined as an employee who is regularly scheduled to work less than eighty (80) hours in a fourteen (14) day period. Regular part-time employees who are regularly scheduled to work an annual average of twenty (20) hours or more per week shall be entitled to all fringe benefits as provided in this Agreement on a prorated basis, except that movement on the wage schedule as provided in Appendix A, jury duty and insurance benefits shall not be prorated. Effective 1/1/09, health insurance benefits shall be prorated pursuant to the provisions of Article 21, Section 21.02A. Other part-time unit employees who are regularly scheduled to work an annual average of less than twenty (20) hours per week shall not be entitled to fringe benefits, except funeral leave; jury duty; and Wisconsin Retirement Fund, if eligible.

C) Regular Part-time Employee (Employees hired after June 30, 2005): A regular part-time employee shall be defined as an employee who is regularly scheduled to work less than eighty (80) hours in a fourteen (14) day period. Regular part-time employees who are regularly scheduled to work an annual average of twenty-four (24) hours or more per week shall be entitled to all fringe benefits as provided in this Agreement on a prorated basis, except that movement on the wage schedule as

provided in Appendix A, jury duty and insurance benefits shall not be prorated. Effective 1/1/09, health insurance benefits shall be prorated pursuant to the provisions of Article 21, Section 21.02A. Other part-time unit employees who are regularly scheduled to work an annual average of less than twenty-four (24) hours per week shall not be entitled to fringe benefits, except funeral leave; jury duty; and Wisconsin Retirement Fund, if eligible.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 It is agreed that the management of the County and the direction of employees are vested exclusively in the County, and that this includes, but is not limited to the following: to direct and supervise the work of employees; to hire, promote, demote, transfer or layoff employees; to suspend, discharge or otherwise discipline employees; to plan, direct and control operations; to determine the amount and quality of work needed, by whom it shall be performed and the location where such work shall be performed; to determine to what extent any process, service or activities of any nature whatsoever shall be added or modified; to change any existing service practices, methods and facilities; to schedule the hours of work and assignment of duties; and to make and enforce reasonable rules.

2.02 The County's exercise of the foregoing functions shall be limited only by the express provisions of this contract, and the County and the Union have all the rights which they had at law except those expressly bargained away in this Agreement.

ARTICLE 3 - CONDUCT OF BUSINESS

3.01 Union Notices: The County shall provide space in an area which employees can commonly view at each principal building in which unit employees regularly work for the posting of union notices and bulletins.

ARTICLE 4 - DUES CHECKOFF

4.01 The Union, as the exclusive representative of all of the employees in the bargaining unit, shall represent all such employees, both union and nonunion, fairly and equally, and all employees in the bargaining unit shall be required to pay their proportionate share of the costs of such representation as set forth in this article.

4.02 No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply, consistent with the constitution and bylaws of the Union. No employee shall be denied union membership on the basis of age, sex, race, religion, handicap, national origin, marital status, or sexual orientation.

4.03 The Employer shall deduct each month from the employee's pay an amount certified by the Union as the uniform dues required of all union members, or a fair share service fee as established and certified by the Union, consistent with Section 111.70 of the Wisconsin Statutes, and other applicable laws. With respect to newly hired employees, such deductions shall commence on the month following the completion of the probationary period.

4.04 The Employer agrees to deduct Union dues each month from the pay of those employees who individually authorize in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Union and the aggregate deductions from all employees shall be forwarded to the Union along with an itemized statement of the employees from whom such deductions

were made. Any changes in the amount to be deducted shall be certified to the Employer by the Union at least thirty (30) days prior to the effective date of such change.

4.05 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability which may arise out of any action taken by the Employer under this Article for the purpose of complying with the provisions of this Article.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 Grievance: A grievance is defined to be a controversy between any employee, or the Union and the Employer, as to a matter involving the interpretation or application of this Agreement.

5.02 Procedure: Grievances shall be processed in the following manner: All times set forth in this article, unless otherwise specified, are working days and are exclusive of Saturdays, Sundays and any holiday recognized by this Agreement. All time requirements set forth in this article may be waived or extended by mutual written agreement of the parties.

A grievance affecting a group or class of employees may be submitted in writing by the Union to the Administrator directly and the processing of such grievance shall commence at Step Two, within fifteen (15) days of the incident or within fifteen (15) days after the Union or any affected employee should have reasonably known of the occurrence of the event causing the grievance.

Step One: In the event of a grievance, the employee shall perform his or her assigned work task and grieve his or her complaint later. An employee and/or the Union believing there is cause for a grievance shall present the grievance to the affected employee's immediate supervisor in writing within fifteen (15) days of the incident or within fifteen (15) days after the Union or the affected employee should have reasonably known of the occurrence of the event causing the grievance. A Union representative may accompany the grievant. The supervisor shall attempt to make a mutually satisfactory adjustment and shall give a written answer to the grievant and/or Union representative within five (5) days after the grievance was presented to him or her.

Step Two. If the grievance is not resolved at the first step, the employee and/or the Union may appeal the grievance in writing to the Administrator within ten (10) days from the date the Step One response was received or was due. The Administrator and/or his or her representative will meet with the employee and his or her representatives and attempt to resolve the grievance. Such meeting will be held within five (5) days after receipt of the grievance. The Administrator or his or her representative shall submit a written answer to the employee and his or her representative within ten (10) days following the meeting.

Step Three. If the grievance is not resolved at the second step, the employee and/or the Union may appeal the written grievance to the County Employee Relations Committee within ten (10) days from the date the written decision of the Administrator was received or was due. The parties shall meet within twenty (20) days at a mutually agreeable time and place to discuss the grievance. Following said meeting, the County Employee Relations Committee shall respond in writing within ten (10) days to the employee and Union representative.

Step Four. Arbitration.

A) General: If the grievance is not settled at the third step, the Union may proceed to arbitration by informing the chairperson of the County Employee Relations Committee in

writing within fifteen (15) days from the date the written response of the County Employee Relations Committee was received or was due, that they intend to do so.

B) Selection of an Arbitrator: The Union shall within sixty (60) days of notifying the Employee Relations Committee of their intent to appeal, request the Wisconsin Employment Relations Commission to appoint an arbitrator from its staff. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not modify, add to, or delete from the express terms of this Agreement.

C) Costs: The cost of the arbitrator shall be shared equally by the parties. The cost of a court reporter and/or transcript shall be shared equally by the parties provided both parties request same. If one party does not wish a court reporter and transcript, they shall not share in the cost.

ARTICLE 6 - DISCIPLINE

6.01 The Employer shall not suspend, discharge or otherwise discipline any nonprobationary employee without just cause. When such action is taken against an employee, the employee will receive written notice of such action at the time it is taken, and a copy will be mailed to the Union within two (2) calendar days, except that written notice of oral discipline shall be given to the employee and the Union as soon as possible after the action is taken. Such notice shall include the primary reasons on which the Employer's action is based. In the administration of discipline, similar occurrences only shall be considered, and no such discipline which is more than one (1) year old shall be considered, unless it was a disciplinary suspension of one full shift or more, and then a two (2) year time limit shall apply. Similar occurrences are defined in separate categories of job performance and tardiness/absenteeism.

ARTICLE 7 - SENIORITY

7.01 Seniority: Seniority shall be defined as an employee's length of service in the bargaining unit from the employee's most recent date of hire. Seniority shall not be prorated for part-time employees. For the purposes of fringe benefit calculations only, an employee's seniority shall be calculated from the employee's most recent date of hire with Grant County. Seniority shall be deemed to have been terminated when an employee:

- A) Quits or retires; or
- B) Is discharged under this contract;
- C) Is laid off for a period of more than twelve (12) consecutive months.
- D) Fails to timely accept recall;
- E) Fails to return on time from a leave of absence

7.02 Seniority List: The Employer shall furnish the Union a seniority list upon request, four times a year, showing each unit employee's name, classification, date of hire and months of service.

ARTICLE 8 - PROBATIONARY PERIOD

8.01 All newly hired employees shall serve a probationary period of six (6) calendar months, or nine (9) calendar months in the case of an employee regularly working less than an average of 20 hours per week during the first six (6) calendar months of employment. During said period, employees shall be subject to dismissal without cause or recourse under this contract. If still employed after such probationary period, their seniority shall date from the first day of hire.

ARTICLE 9 - JOB POSTING

9.01 Job vacancies in the bargaining unit due to retirement, quits, new positions, transfers or whatever reason, which the Employer chooses to fill, shall be posted on the institution's bulletin boards for a period of seven (7) days. The posting shall provide information concerning qualifications for the position, whether full-time or part-time, shift, starting date, and the closing date for applications. Such notice shall provide a space for those employees who are interested in the vacant position to affix their names.

9.02 Selection: The most senior applicant in the classification (who meets minimum job related qualifications) will be awarded the vacancy. Classifications are:

1. Nurses Aide and Restorative Aide
2. Activity Aide and Certified Activity Aide
3. Housekeeping Aide
4. Dietary Aide, Baker, and Dietary Cook
5. Maintenance and Groundskeeper
6. Unit Coordinator

If no one in the classification signs the posting, the most qualified (job related qualifications, not limited to minimum job related qualifications) applicant shall be selected. If no applicant is most qualified, the most senior qualified applicant shall be selected.

9.03 Article 9 shall not apply in any respect to vacancies in the position of unit coordinator. Unit employees may apply for the vacancy in that position, but will not receive any preferential consideration, and any vacancy in that position shall be filled in the manner determined by the Employer and in its sole judgment. This does not preclude an employee in the position of unit coordinator from being eligible to post for other positions in the unit.

ARTICLE 10 - LAYOFF AND RECALL

10.01 Layoffs: The Employer shall have the right to reduce the number of jobs in any classification. Employees whose jobs have been eliminated shall have the right to bump any junior employee in their classification or an equal or lower classification (determined by the "After 3 Years" rate of pay) provided they are qualified. Such junior employee(s) who have lost their position(s) as a result of a bump shall have the right to exercise their seniority in the same manner as if their job had been eliminated. Employees who are without jobs as a result of a bump or a reduction in the number of positions shall have the option to accept layoff and may decline to exercise their bumping rights, if any. Laid off employees shall have recall rights as provided in Section 10.02 below. Bargaining unit employees facing layoff shall have the right to displace temporary and limited term employees.

10.02 Recall From Layoff: In recalling, the employee(s) with the great seniority shall be recalled first to their classification or an equal or lower classification, provided they are qualified to perform the required duties of the available position(s). Notice of recall shall be sent by the Employer to the laid off employee's last known address, certified mail, return receipt, and the laid off employee shall be required to respond affirmatively within seven (7) days from the first attempted delivery date.

A laid off employee shall have recall rights for a period of twelve (12) months from the date of the most recent layoff.

ARTICLE 11 - HOURS OF WORK

11.01 Workday: The normal workday shall consist of one (1) consecutive eight (8) hour work shift, excluding a one-half (½) hour meal period, except where noted in Section 11.03 below.

11.02 Workweek: The normal workweek for full-time employees shall consist of ten (10) workdays in a fourteen (14) calendar day period, except the present dietary cycle.

11.03 Schedules of work shall be posted in advance. The shift schedule system will be maintained, except that upon a determination by the Administrator that a change in the schedules and hours of work is necessary, and after consultation with the employees and Union regarding said change, the Administrator shall have the prerogative to initiate modifications in schedules and hours of work upon sixty (60) days' notice to the employees and the Union. The current shift schedule is as follows:

- A) Nursing:
- 5:00 a.m. to 1:30 p.m.
 - 6:00 a.m. to 2:30 p.m.
 - 11:00 a.m. to 7:30 p.m.
 - 1:00 p.m. to 9:30 p.m.
 - 2:00 p.m. to 10:30 p.m.
 - 2:30 p.m. to 11:00 p.m.
 - 4:00 p.m. to 8:00 p.m.
 - 4:30 p.m. to 8:30 p.m.
 - 11:00 p.m. to 7:30 a.m.

Schedules may be temporarily adjusted to meet resident needs.

- B) Dietary:
- 5:00 a.m. to 1:30 p.m.
 - 5:15 a.m. to 1:45 p.m.
 - 10:15 a.m. to 6:45 p.m.
 - 10:30 a.m. to 7:00 p.m.
 - 12:00 p.m. to 7:00 p.m.
 - 2:00 p.m. to 7:00 p.m.
 - 11:30 a.m. to 8:00 p.m.

Schedules may be temporarily adjusted to meet resident needs.

- C) Housekeeping:
6:00 a.m. to 2:30 p.m.

Schedules may be temporarily adjusted to meet resident needs.

- D) Maintenance:
7:00 a.m. to 3:30 p.m.
8:00 a.m. to 4:30 p.m.

Schedules may be temporarily adjusted to meet resident needs.

- E) Activity:
6:00 a.m. to 11:00 a.m.
6:00 a.m. to 2:30 p.m.
7:45 a.m. to 4:15 p.m.
8:00 a.m. to 4:30 p.m.
1:00 p.m. to 8:30 p.m.
11:00 a.m. to 3:00 p.m.
11:00 a.m. to 7:30 p.m.

Schedules may be temporarily adjusted to meet resident needs.

11.04 Weekends: The County will make every effort to schedule full-time, and a reasonable effort to schedule part-time employees with slots, off every other weekend. Weekends for night people will be defined as the Saturday and Sunday night shift.

11.05 Breaks: Employees shall be entitled to thirty (30) minutes of paid rest time during each workday (15 minutes per four (4) hour work period), which shall normally be used in fifteen minute increments unless otherwise arranged with an employee's supervisor. Those employees required to remain in the facility during their lunch break, or required to take their lunch at the end of their shift, will be paid their regular wages for that time.

11.06 All employees in the unit shall be paid every other Friday, unless the County establishes a different day county-wide. If a payday falls on a holiday, the payday will be the day prior to the holiday.

11.07 Overtime: Time and one-half the regular rate of pay will be paid for all hours worked in excess of eight (8) in one day; for all hours worked in excess of eight (8) consecutive hours; and for all hours worked in excess of eighty (80) in two weeks. In lieu of overtime payment, maintenance, groundskeeper, unit coordinator and laundry aides shall have the option of taking compensatory time off with approval of their supervisor. Compensatory time off shall be calculated at one and one-half (1.5x) hours off for each authorized overtime hour worked, and must be taken in the pay period in which it was earned or the one following. If not taken, compensatory time will be paid.

For activity aides, time and one-half (1.5x) the regular rate of pay will be paid for all hours worked over forty (40) in one week. Compensatory time off shall be calculated at one and one-half (1.5x) hours off for each authorized overtime hour worked, and must be taken in the pay period in which it was earned or the one following. If not taken, compensatory time will be paid.

11.08 Time Paid: All paid time, except vacation, discretionary, bereavement and paid sick leave days, shall be considered time worked for the purpose of computing overtime.

11.09 Employees called to work outside and not consecutive with their assigned shift will be given a minimum of two (2) hours of straight time pay, or pay at the applicable rate for time worked, whichever is greater.

11.10 Attendance Policy: With respect to the Orchard Manor Attendance Policy as referenced in the 1988 Orchard Manor Personnel Policies, on each employee's anniversary date, the employee's occurrence record shall be zeroed out and a new year will begin for tolling occurrences.

ARTICLE 12 - VACATION

12.01 Vacation: Each full-time and regular part-time employee shall accrue paid vacation as follows:

A) Employees shall earn vacation time in the current year for the use in the following year, based on his or her anniversary date of employment (with benefits) with the County. (Employees who currently receive vacation on a calendar year basis shall be grandfathered.)

B) For each regular 80 hours paid, vacation is earned as follows:

A starting employee earns 3.076 hours vacation (full-time: 80 hours/year);
Beginning on the employee's fourth anniversary, the employee earns 3.846 hours vacation (full-time: 100 hours/year);
Beginning on the employee's sixth anniversary, the employee earns 4.615 hours vacation (full-time: 120 hours/year);
Beginning on the employee's ninth anniversary, the employee earns 5.385 hours vacation (full-time: 140 hours/year);
Beginning on the employee's fourteenth anniversary, the employee earns 6.150 hours vacation (full-time: 160 hours/year);
Beginning on the employee's nineteenth anniversary, the employee earns 7.077 hours vacation (full-time: 184 hours/year);
Beginning on the employee's twenty-fourth anniversary, the employee earns 7.692 hours vacation (full-time: 200 hours/year).

12.02 Accrual: Vacation time must be taken in the anniversary year following that in which it was earned (calendar year for grandfathered employees).

12.03 Holidays During Vacation: Holidays occurring during an employee's scheduled vacation period shall not be charged against vacation time.

12.04 Scheduling: Specific vacation periods shall be requested by an employee and approved by his or her immediate supervisor. However, said approval shall not be unreasonably withheld. Any one vacation period may not exceed the annual earned vacation time.

12.05 Termination: In case of termination, retirement or death of an employee, the employee or the employee's estate or designated beneficiary shall receive pay for all vacation time accrued and all vacation earned in the current year.

12.06 Weekends: Employees shall be permitted to use vacation on one (1) weekend per year. Employees with at least ten (10) but less than twenty (20) years of service shall be permitted to use vacation on two (2) weekends per year. Employees with at least twenty (20) years of service shall be permitted to use vacation on three (3) weekends per year. Voluntary exchanges after a schedule is posted are not subject to the weekend vacation limitation.

ARTICLE 13 - SICK LEAVE

13.01 Intent: Sick leave is intended to protect the employee from financial hardship due to illness or injury. There is no limit set for a maximum number of sick leave days one may accumulate. Sick leave may only be used for illness or injury to the employee or the employee's spouse, child, or step child.

13.02 Accrual:

A) Sick leave shall accrue at the rate of one (1) day per month for full-time employees.

B) Regular part-time staff shall accrue sick leave at a rate proportionate to the percent of full-time worked; for example, half-time staff would accrue one-half ($\frac{1}{2}$) day monthly.

13.03 Pay Back:

A) Employees will be paid for all scheduled days off for illness or injury provided they have successfully completed their initial probationary period, but not to exceed the amount accrued. When and if an employee maintains at least 24 days for a 12 month period, beginning January 1, the employee at the end of the 12 month period may be paid for half of the sick leave not used but accrued during that 12 month period. The maximum number of days paid at the end of a 12 month period will not exceed six (6) days. The remaining days shall be retained in the employee's sick leave account.

B) Forty-five percent (45%) of up to 240 days of accumulated sick leave shall be paid in cash to the employee, the employee's spouse or designee, or the employee's estate at the time of retirement at age 62 or older or death. In the event the employee retires prior to age 62 with an unreduced retirement benefit, the employee shall also receive a cash payment forty-five percent (45%) of up to 240 days of accumulated sick leave. In the alternative, employees may opt to have the sick leave payout retained by the Employer for the payment of insurance premiums in the Employer's group plan, in which case the payout limitation shall be fifty-five percent (55%) of 240 days. In the event the employee dies prior to the exhaustion of this amount, the remained shall be paid to the estate of the employee.

C) One-half ($\frac{1}{2}$) of the accumulated sick leave shall be paid to the spouse if married or if unmarried to the employee's beneficiary or estate upon the death on a currently employed individual.

13.04 Sick leave is accrued but may not be used during the initial probationary period except if the employee is retained after probation, it shall then be applied retroactively.

13.05 Holidays: Holidays falling in paid sick leave period will not be considered as counting against sick leave time.

13.06 Sick Leave Excuse: The department head may require a medical report for absences of sick leave at his or her discretion where there is a basis for suspicion of abuse, however, a medical report is required for absences in excess of five (5) consecutive working days.

ARTICLE 14 - HOLIDAYS

14.01 Holidays: All employees shall be entitled to the following holidays with pay: New Year's Day, Friday Afternoon before Easter, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day preceding Christmas Day and Christmas Day.

14.02 Part-time Employees: Regular part-time employees are eligible for holiday pay on a prorated amount based on the average number of hours worked by the employee. (Example - A regular part-time employee who works an average of four hours per day receives four hours of holiday pay.) Regular part-time employees who work on a holiday will be paid as provided under Section 14.03.

14.03 Work on Holidays: Any employee required to work on a holiday shall receive one and one-half (1½) times their regular rate of pay, in addition to holiday pay for which they qualify.

14.04 Requirements: Employees must work as assigned, if assigned, the work day before and after the holiday, and the day of the holiday, unless excused by the Employer, to receive holiday pay.

ARTICLE 15 - DISCRETIONARY DAYS

15.01 Policy: All full-time employees shall be entitled to three (3) discretionary days with pay each calendar year. Regular part-time employees working at least half-time shall be entitled to receive, in each calendar year, a pro-rated portion of three (3) days, based on the average of hours worked in relation to full-time.

15.02 Use: Discretionary days may not accumulate year to year. Employees shall have approval of their supervisor at least one (1) day in advance to use discretionary time unless otherwise agreed.

15.03 Discretionary days accrue from January 1 to January 1. Employees hired prior to June 30 are allowed three (3) days or, if at least half-time, a pro-rated portion of three (3) days, based on the average of hours worked in relation to full-time. Employees hired after June 30 receive one and one-half (1½) days if they are full-time and no days if they are less than full-time.

15.04 Time Off Without Pay: A request for a day off without pay may be submitted to the appropriate supervisor. The Employer may approve if the efficiency of the unit will not be substantially impaired, the employee's work is up-to-date and clients/services will not be adversely affected. A request for more than five (5) consecutive workdays requires the approval of the department head as well as the supervisor.

ARTICLE 16 - BEREAVEMENT LEAVE

16.01 Leave Defined: Each employee shall be entitled to a maximum of three (3) days of paid bereavement leave for the funeral and other matters relating to the death of a spouse, child, parent,

brother, sister, or grandchild. A maximum one (1) day leave shall be granted for the funeral and other matters relating to the death of a brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, niece, nephew, aunt, or uncle. It is understood that the relatives listed above include step-relatives. In the event additional time is required, employees shall be permitted to use accumulated sick leave, subject to supervisory approval.

16.02 Additional Time: An employee may use earned sick leave days, earned vacation days or discretionary days for up to two (2) weeks during the period of grief, subject to approval by the supervisor.

ARTICLE 17 - LEAVES OF ABSENCE

17.01 Health and Disability Leave: Employees shall be entitled to a leave of absence without pay for a period not to exceed three (3) months after exhausting all accumulated sick leave, and upon a showing of inability to perform his or her duties because of health reasons (including maternity needs) where prescribed by a physician. An additional one (1) month extension may be granted if needed.

17.02 Personal Convenience of Employee: Upon request of an employee for a leave of absence without pay for his or her personal convenience, the department head may grant the request for such period as the circumstances warrant, and the efficiency of the employee's unit will permit without substantial impairment thereof.

17.03 Conditions of Leave: Fringe benefits will continue to accrue for employees during the first three (3) weeks of a leave of absence without pay. If the leave is for health disability or maternity purposes, the County shall continue to make its normal contribution toward insurance for a period not to exceed three (3) months. In the event of personal convenience leave, or if the three (3) month period has expired for other leaves cited herein, the employee may continue to participate in the insurance by making such required premium payment to the County, if any carrier which may be insuring the coverage permits.

ARTICLE 18 - MILITARY LEAVE

18.01 All regular employees shall be allowed to take time off from work to fulfill active duty military requirements annually if such orders are given by the military unit. The employee shall be given the choice of accepting either the regular salary paid by the County or the military duty pay, whichever is to the employee's advantage. If the option is to accept the County's pay, then the military pay shall be refunded to the County. If the option selected is to accept military pay, then the County's pay shall return to the County. The maximum pay in any year is two (2) weeks' pay.

ARTICLE 19 - JURY DUTY

19.01 An employee selected to serve on a trial jury will be excused from employment for the time necessary to fulfill the obligation. The employee shall be given the choice of accepting either his or her regular salary paid by the County or the jury duty pay. If the option is to accept the County's pay, then the jury pay shall be refunded to the County and the employee is to return to work to complete the remainder of the workday. If the option is to keep the jury pay, then the County pay shall be returned to the Employer and the employee is not expected to return to complete the workday. With the approval of the supervisor it is permissible to use discretionary days or vacation days for jury duty.

ARTICLE 20 - WISCONSIN RETIREMENT PAY

20.01 The County shall participate in the Wisconsin Retirement Fund. The County shall pay on behalf of each employee all of the employee's required contribution up to six and one-half percent (6.5%) in addition to any contribution required of the County.

ARTICLE 21 - INSURANCE

21.01 Health Insurance: The County agrees to provide health insurance coverage to all eligible employees covered by this agreement at least equal to the plan in effect on January 1, 1984. The County may change insurance plans if it elects to do so, provided that the coverage and benefits remain the same or are better than the existing coverage and benefits. If the County is contemplating changing plans, it will notify the Union of that fact, provide the Union with a copy of the proposed new plan and will discuss the terms, conditions and coverage of the proposed new plan with the Union prior to any change.

The County shall pay the full cost of said insurance for the single plan (effective 1/1/09, 95%) and eighty-five percent (85%) toward the total cost of the family plan.

21.02 HMO: Effective January 1, 1985, the County shall offer to all eligible employees the option of participating in an HMO as an alternative to the standard insurance plan as cited in Section 21.01. As options, the County shall offer a plan with benefits and coverage equal to or better than the Dean HMO plan offered to other County employees effective January 1, 2003, and a plan with benefits and coverage equal to or better than the HMO Medical Associates (Dubuque) plan offered to other County employees effective January 1, 1985.

Changes in carriers and/or plans shall be made consistent with the requirements set forth in Section 21.01 above. Participation in one of these HMO's shall be made available to employees as soon as possible as allowed by the carrier. The County shall contribute one hundred percent (100%) of the single premium (effective 1/1/09, 95%) and eighty-five percent (85%) of the family premium of the employee's choice of health insurance programs offered.

Effective January 1, 2002, the prescription drug co-pays under the Medical Associates HMO plan shall be changed to \$5.00 for generic and \$10.00 for name-brand drugs. Effective January 1, 2004, the Medical Associates HMO plan shall have a \$2 million lifetime maximum per covered person. All persons shall have their lifetime expenditures for Medical Associates HMO re-set to \$0.00 as of that date.

Effective July 1, 2005, the Health Insurance plan design for both Dean and Medical Associates will reflect a \$10.00 office co-pay and a \$75.00 Emergency Room co-pay (waived upon admission). The County will reimburse employee's for office co-pays above and beyond 6 between July 1, 2005 and December 31, 2005. Effective January 1, 2006, the County will reimburse employee's office co-pays above and beyond 12 per year.

If the supervising Nurse gives a written referral to an employee to go to the Emergency Room, the \$75.00 co-pay will be reimbursed by Orchard Manor.

21.02A Proration of Insurance for Part-Time (effective 1/1/09).

- (a) For new employees (hired on or after the later of 1/1/09 or ratification of the contract):

The employer contribution for part-time employees shall be the employer contribution for full-time employees prorated based on the number of hours worked by the part-time employee as compared to full-time.

Example: Employee has family plan and works 30 hours per week. Full premium is \$1000. Employer share is \$850.

$30/40 \times \text{Employer contribution for full-time employee}$

$$30/40 \times \$850 = \$637.50$$

Proration will be based on quarterly look back (actual hours worked/paid excluding overtime).

- (b) For existing employees (hired prior to the later of 1/1/09 or ratification of the contract):

- (1) less than 15 years of seniority

Hours/pp	Single	Family
72-80 (ft)	95	85
64-71	90	78
56-63	78	70
48-55	63	60

Proration will be based on quarterly look back (actual hours worked/paid excluding overtime).

- (2) 15 or more years of seniority

Hours/pp	Single	Family
72-80 (ft)	95	85
≤ 71	90	78

Proration will be based on quarterly look back (actual hours worked/paid excluding overtime).

- (3) Employees working less than 72 hours per pay period will have 30 days after ratification (or until 1/1/09, if later) to advise the employer that they wish to regularly work additional hours in their classification to increase their insurance proration.

The employer, upon receiving such notice, shall schedule additional hours for the employee, if available. If such hours are not available, the employee will be treated as if he/she has worked the hours for insurance proration purposes.

Employees who refuse hours offered by the employer hereunder shall be returned to the level of employment that they had as of the day prior to ratification of the contract.

Employer agrees that it will not schedule employees to work every weekend day without employee agreement.

(4) Employees will be given a one time opportunity to sign up for CNA training to be scheduled based on seniority and the employer's work requirements. CNA training will be paid for by the employer. Employees in such training will be in pay status and participation in such training will not affect health insurance eligibility

21.03 Life Insurance: The County agrees to provide each eligible employee life insurance at least equal to the plan in effect on January 1, 1984. Changes in carriers and/or plans shall be made consistent with Section 21.01. The County shall pay the full cost of the premiums for said insurance.

21.04 Long-Term Disability: The County agrees to provide each eligible employee long-term disability insurance available to other County employees. Changes in carriers and/or plans shall be made consistent with Section 21.01. The County shall pay the full cost of the premiums for said insurance.

21.05 Retirees: Retired employees shall be permitted to continue participation in group health and life insurance plans (including Medicare supplements) available through Grant County, as long as the retiree pays the full premium in advance on a monthly basis.

21.06 Flexible Spending Accounts: Regular part time and full time employees shall be permitted to utilize a flexible spending account, as provided for under the provisions of IRC §125, and authorized by the Grant County Board of Supervisors. This program will become effective within sixty (60) days of final ratification of this agreement.

21.07 Non-Duplication: In the case of two County employees who are married to each other, said couple will be given the following options:

- a) each will receive a single plan; or
- b) one will receive a family plan, with the County paying 90% of the premium.

21.08 Effective Date of Insurance Benefits: For an employee whose start date is on or before the 5th of the month, benefits shall be effective the first of the next month (i.e., if the start date is August 5, benefits shall be effective September 1). If the start date is after the 5th of the month, benefits are effective the 1st of the month following 30 days of employment (i.e., if the start date is August 6, benefits are effective October 1).

21.09 Dental Insurance: The County agrees to include a mutually-agreed upon Voluntary Dental Plan in the benefits that are available for employees to purchase through the County's §125 Program.

ARTICLE 22 - CLASSIFICATION AND COMPENSATION SCHEDULE

22.01 The classification and compensation schedule shall be made a part of this agreement and attached hereto as Appendix "A".

22.02 Employees who are promoted to a higher classification pursuant to the terms of this Agreement, shall be placed on that step in the wage schedule set forth in Appendix "A" that results in a pay increase and shall progress through the schedule consistent with the time between the incremental steps.

22.03 Employees demoted to a lower classification pursuant to the terms of this Agreement, shall be placed at the step in the wage schedule set forth in Appendix "A", commensurate with their seniority and shall progress through the schedule consistent with the time between the incremental steps.

22.04 Employees transferred to another position in the same classification, pursuant to the terms of this Agreement, shall continue to progress through the schedule for their classification.

ARTICLE 23 - LONGEVITY PAY

23.01 Longevity Pay: All full-time and regular part-time employees shall receive longevity pay subject to the following terms:

- | | | |
|----|---|-------------|
| A) | After three (3) years of service | - 5¢/hour; |
| B) | After five (5) years of service | - 10¢/hour; |
| C) | After ten (10) years of service | - 15¢/hour; |
| D) | After fifteen (15) years of service | - 20¢/hour; |
| E) | After twenty (20) years of service | - 25¢/hour; |
| F) | After twenty-five (25) years of service | - 30¢/hour; |
| G) | After thirty (30) years of service | - 35¢/hour. |

The longevity pay cited herein shall be added to the base rates of each eligible employee. The hourly rates set forth in this section are total amounts and are not cumulative.

Longevity pay shall be effective on the anniversary date when eligibility is achieved.

ARTICLE 24 - SHIFT DIFFERENTIAL

24.01 Night Differential: An hourly shift differential of sixty cents (60¢) per hour will be paid for hours worked between 11:00 p.m. and 7:30 a.m.

24.02 P.M. Differential: An hourly shift differential of thirty-five cents (35¢) per hour will be paid for hours worked between 2:30 p.m. to 10:45 p.m.

ARTICLE 25 - ON-CALL PAGER DUTY

25.01 On-Call Pay: The County agrees to pay employees in the maintenance department sixty-five dollars (\$65.00) per week and seventy dollars (\$70.00) per week effective January 1, 2002 in addition to their regular pay when assigned to on-call pager duty.

ARTICLE 26 - SAVINGS

26.01 If any article or section of this Agreement, or any addendum is held to be invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article, section or addendum should be restrained by such tribunal, the remainder of this Agreement and any addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 27 - PHYSICAL EXAMINATIONS

27.01 The County will cover the cost of required pre-employment physical examinations as stated by Wisconsin Statutes.

ARTICLE 28 - DURATION

28.01 This agreement shall be in full force and effect from January 1, 2008, to and including December 31, 2010. This agreement shall be automatically renewed from year to year thereafter, unless the party desiring to modify, alter or otherwise amend the Agreement or any of its provisions, gives to the other party, written notice on or before September 1, 2010, or any anniversary thereof.

In witness whereof, the parties have hereunto set their hands and seals by their duly authorized representatives and committees this 18 day of FEB, 2009.

WISCONSIN COUNCIL 40, AFSCME, AFL-
CIO:

GRANT COUNTY:

Patricia Schramm

Don Baling

Michael S. Goff

John Pattee

Dorma Haines, NHA

APPENDIX A

Hourly Wage Rates Effective January 1, 2008

Grade	Classification	Start	After Prob.	After 1 Year	After 2 Years	After 3 Years
1	Dietary Aide Housekeeping Aide Laundry Aide	9.65	10.10	10.38	10.60	10.85
2	Baker Cook Aide/Clerk	10.40	10.88	11.10	11.35	11.61
2A	Activity Aide Nurses Aide CNA/Restorative Aide	10.47	10.94	11.17	11.41	11.66
3	Dietary Cook Groundskeeper	11.37	11.86	12.09	12.29	12.57
4	Maintenance	12.09	12.62	12.85	13.11	13.39
5	Unit Coordinator	13.04	13.53	13.83	14.05	14.35

All wage rates increased by 2.75% Employees whose rates are above this schedule and are classified as grandfathered employees shall receive a wage increase of 2.75% effective January 1, 2008.

APPENDIX A (Continued)Hourly Wage Rates Effective January 1, 2009

Grade	Classification	Start	After Prob.	After 1 Year	After 2 Years	After 3 Years
1	Dietary Aide Housekeeping Aide Laundry Aide	9.84	10.30	10.59	10.81	11.07
2	Baker Cook Aide/Clerk	10.61	11.10	11.32	11.58	11.84
2A	Activity Aide Nurses Aide CNA/Restorative Aide	10.68	11.16	11.39	11.64	11.89
3	Dietary Cook Groundskeeper	11.60	12.10	12.33	12.54	12.82
4	Maintenance	12.33	12.87	13.11	13.37	13.66
5	Unit Coordinator	13.30	13.80	14.11	14.33	14.64

All wage rates increased by 2.0% Employees whose rates are above this schedule and are classified as grandfathered employees shall receive a wage increase of 2.0% effective January 1, 2009.

APPENDIX A (Continued)Hourly Wage Rates Effective July 1, 2009

Grade	Classification	Start	After Prob.	After 1 Year	After 2 Years	After 3 Years
1	Dietary Aide Housekeeping Aide Laundry Aide	9.94	10.40	10.70	10.92	11.18
2	Baker Cook Aide/Clerk	10.72	11.21	11.43	11.70	11.96
2A	Activity Aide Nurses Aide CNA/Restorative Aide	10.79	11.27	11.50	11.76	12.01
3	Dietary Cook Groundskeeper	11.72	12.22	12.45	12.67	12.95
4	Maintenance	12.45	13.00	13.24	13.50	13.80
5	Unit Coordinator	13.43	13.94	14.25	14.47	14.79

All wage rates increased by 1.0% Employees whose rates are above this schedule and are classified as grandfathered employees shall receive a wage increase of 1.0% effective July 1, 2009.

APPENDIX A (Continued)

Hourly Wage Rates Effective January 1, 2010

Grade	Classification	Start	After Prob.	After 1 Year	After 2 Years	After 3 Years
1	Dietary Aide Housekeeping Aide Laundry Aide	10.14	10.61	10.91	11.14	11.40
2	Baker Cook Aide/Clerk	10.93	11.43	11.66	11.93	12.20
2A	Activity Aide Nurses Aide CNA/Restorative Aide	11.01	11.50	11.73	12.00	12.25
3	Dietary Cook Groundskeeper	11.95	12.46	12.70	12.92	13.21
4	Maintenance	12.70	13.26	13.50	13.77	14.08
5	Unit Coordinator	13.70	14.22	14.54	14.76	15.09

All wage rates increased by 2.0% Employees whose rates are above this schedule and are classified as grandfathered employees shall receive a wage increase of 2.0% effective January 1, 2010.

APPENDIX A (Continued)

Hourly Wage Rates Effective July 1, 2010

Grade	Classification	Start	After Prob.	After 1 Year	After 2 Years	After 3 Years
1	Dietary Aide Housekeeping Aide Laundry Aide	10.24	10.72	11.02	11.25	11.51
2	Baker Cook Aide/Clerk	11.04	11.54	11.78	12.05	12.32
2A	Activity Aide Nurses Aide CNA/Restorative Aide	11.12	11.62	11.85	12.12	12.37
3	Dietary Cook Groundskeeper	12.07	12.58	12.83	13.05	13.34
4	Maintenance	12.83	13.39	13.64	13.91	14.22
5	Unit Coordinator	13.84	14.36	14.69	14.91	15.24

All wage rates increased by 1.0% Employees whose rates are above this schedule and are classified as grandfathered employees shall receive a wage increase of 1.0% effective July 1, 2010.

APPENDIX B - GRANT COUNTY DRUG FREE WORKPLACE AND ALCOHOL AND OTHER DRUG ABUSE POLICY

Grant County is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any employee illegally uses drugs on the job, comes to work under the influence, or possesses, distributes or sells drugs or alcohol in the work place. Grant County is committed to a drug and alcohol free work place. Therefore, Grant County has established the following policy. This policy is effective immediately and will be enforced uniformly with respect to all employees. The purposes of this policy are:

1. To establish and maintain a safe, healthy working environment for all employees, residents and the public.
2. To promote rehabilitation assistance for any employee who seeks such help.
3. To reduce the number of accidental injuries to person or property.
4. To reduce absenteeism, tardiness, and to improve productivity.
5. To safeguard the reputation of Grant County and its employees within the community at large.

Alcohol and Other Drug Abuse is defined as use of alcohol, illegal drugs, and taking medicine prescribed for another person. The words "illegal drugs" refers to any drug defined as a controlled substance under Wisconsin Statute or Federal Statutes. Alcohol and Other Drug Abuse also includes the use of prescription drugs and any product with the intent of purposely becoming intoxicated, euphoric, or high.

A prescribed drug is any substance prescribed for individual consumption by a licensed medical practitioner.

Alcohol is defined as follows: (a) Beer as defined in 26 USC §5052 (a) of the Internal Revenue Code of 1954; (b) Wine of not less than one half of one per centum of alcohol by volume; or © Distilled spirits as defined in Section 5002 (a) (8) of such code. Alcohol includes but is not limited to the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

An alcohol concentration of 0.02 or greater, while on duty for Grant County, as indicated by an alcohol breath test or blood alcohol test is cause for disciplinary action up to and including termination.

Federal Department of Health and Human Services drug test levels will be used to determine presence of illegal drugs. Drug testing will be done by DHHS certified laboratories. It is a violation of County policy for employees to be under the influence of alcohol (.02 or greater), illegal drugs, or misuse legal drugs during working hours for Grant County.

It is a violation of County policy for any employee to use, sell, possess, transfer or purchase illegal drugs, controlled substances or alcohol on Grant County property or while performing Grant County business unless such activity is a part of an assigned job duty. Such action, may be reported to appropriate law enforcement officials.

Violations of this policy are subject to disciplinary action up to and including termination.

Any employee whose off-duty abuse of alcohol or illegal or prescription drugs results in excessive absenteeism or tardiness or is the cause of a work related accident(s) or poor work performance must see their physician and obtain a referral to a certified substance abuse program for rehabilitation and will face discipline and/or termination if he/she rejects that program or continues to have job performance problems.

Each employee may be tested for drugs and/or alcohol if he/she has been observed using a prohibited substance on the job (including but not limited to illegal drugs or alcohol), or if Grant County administration has other reasonable suspicion for testing him/her. A reasonable suspicion test shall be defined as follows: A reasonable suspicion test is an alcohol and/or controlled substances test administered to a employee as result of a trained supervisor's or trained County official's belief that the employee has violated the alcohol or controlled substances prohibitions of this policy. A reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. These observations may include indications of the chronic and withdrawal effects of alcohol or controlled substances. Supervisory staff will contact a union representative prior to confronting an employee for a reasonable suspicion drug and/or alcohol test. Supervisors must document in writing the reasons for the reasonable suspicion determination. Management will designate a person to transport the employee to the drug/alcohol test site. Employees who play a role in identifying management staff who are in violation of this policy shall not be subject to any retaliation.

Employees testing positive for illegal drugs and/or alcohol will be subject to disciplinary action up to and including termination. Employees testing positive must see their physician and obtain a referral to a certified substance abuse counseling program. Grant County does offer group health insurance benefits to eligible employees. The employee will pay for all costs of rehabilitation not covered under the employee's benefit plan. If the employee is not terminated he/she will be subject to unannounced follow-up testing anytime during the first six months after returning to work or anytime during the course of the substance abuse counseling program. Employees must sign a release allowing Grant County to verify compliance with the substance abuse counseling program. Employees who fail to submit to required testing, test positive a second time, fail to sign a release, or fail to comply with the certified substance abuse program will be subject to disciplinary action up to and including termination.

As a condition of employment, employees must abide by the terms of this policy and must notify Grant County in writing of any conviction of a violation of a criminal drug statute occurring in the work place no later than five calendar days after such conviction. Employees who are convicted of any criminal drug statute violation will be discharged immediately if a nexus can be shown between the drug activity and conduct at the work place.

The administration of Grant County reserves the right to inspect lockers and/or vehicles owned by or leased to Grant County (and contents therein) at any time in an effort to enforce this policy. Employees are hereby put on notice that said locker(s) or vehicle(s), although assigned to individual employees, are subject to inspection and remain under the exclusive control of Grant County.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive and drug and alcohol free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the illegal use of drugs or alcohol is not compatible with employment at Grant County.

County of Grant

Orchard Manor/Farm Committee

DATE: 2/18/2009

SIDE LETTER

BETWEEN

**ORCHARD MANOR EMPLOYEES UNION
LOCAL 3377, AFSCME, AFL-CIO**

AND

GRANT COUNTY (ORCHARD MANOR)

Re: Fleet Safety Program

In negotiations concerning the 1991 - 1992 labor agreement between the Grant County Board ("County") and Local 3377, AFSCME ("Union"), the County proposed the "Grant County Fleet Safety Program for Drivers/Applicants of County Owned Vehicles While on County Business." The Union rejected this proposal.

In an effort to settle the underlying contract, it was agreed that the County would withdraw the proposal and later implement same as a work rule. It is understood that this implementation is subject to the Union's right to grieve the reasonableness of the rule in general and the application of the rule in a specific case. Reasonableness may be challenged independently or in conjunction with a specific application of the rule.

The bargaining history surrounding the aforementioned proposal shall not change the meaning of the just cause as that term is used in the labor agreement.

Dated this 15 day of FEB, 2009.

WISCONSIN COUNCIL 40, AFSCME, AFL-CIO:

GRANT COUNTY:

Darcia Schramm

[Signature]

Michael S. [Signature]

John Pattee

Donna Haines, NHA

SIDE LETTER

BETWEEN

**ORCHARD MANOR EMPLOYEES UNION
LOCAL 3377, AFSCME, AFL-CIO**

AND

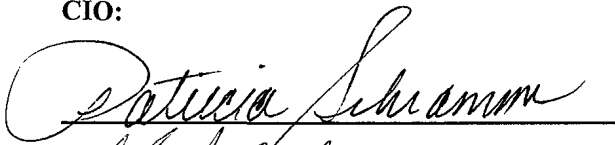
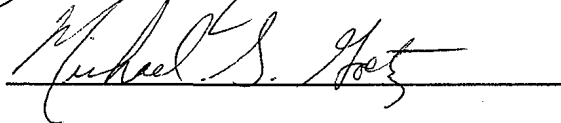
GRANT COUNTY (ORCHARD MANOR)

Re: Subcontracting

Grant County and Local 3377, AFSCME understand that their labor contract is silent on the right of management to subcontract any of its operations. Management has whatever rights it has under law to subcontract and where the subcontracting involves work historically performed by members of the bargaining unit, the union reserves the rights it has under the law to bargain the decision and/or the impact of such a decision. The County agrees that it will provide notice of any proposed decision to subcontract work historically performed by members of the bargaining unit to both the AFSCME representatives and to the President the Local at least thirty (30) days prior to any final action on such a decision. Thereafter, at the demand of either party, the parties will collectively bargain such matters as may be required by law. The right to bargain over matters of subcontracting may not be waived except by written instrument from the Union. Unless the parties agree otherwise, this Sideletter shall be effective for the term of the 2003-2004 collective bargaining agreement and during any hiatus between said contract and its successor. It may be renewed by the parties in subsequent contracts and may be enforced by means of Article 5 of the labor contract.

Dated this 18 day of FEB, 2009.

WISCONSIN COUNCIL 40, AFSCME, AFL-CIO:

GRANT COUNTY:

